



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

MAY 06 1994

REPLY TO THE ATTENTION OF

HSE-5J

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

James J. DeNapoli, Esq.
Martin Marietta Corporation
7921 Southpark Plaza
Suite 210
Littleton, CO 80120

David P. Schneider, Esq.
Bressler, Amery & Ross
P.O. Box 1980
Morristown, NJ 07962

Re: Jackson Drop Forge Site
Jackson, Michigan

EPA Region 5 Records Ctr.



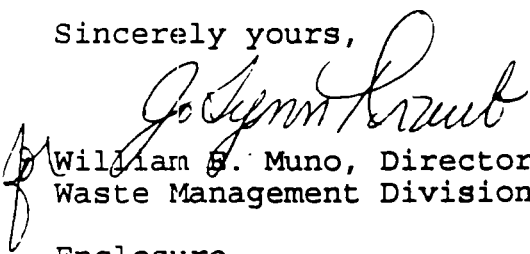
247471

Dear Sirs:

Enclosed please find an executed copy of the Administrative Order by Consent issued for this site pursuant to Sections 106 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9606 and 9622. Thank you for your cooperation in this matter.

If you have any questions regarding this Order, please contact Mike Anastasio, Assistant Regional Counsel, at (312) 886-7951 or Jason El-Zein, On-Scene Coordinator, at (313) 692-7986.

Sincerely yours,


William B. Muno, Director
Waste Management Division

Enclosure

cc: State Agency Superfund Coordinator

bcc: Docket Analyst, ORC (CS-3T)
Mike Anastasio, ORC (CS-3T)
Jason El-Zein, OSC (HSE-GI)
Peggy Schwebke, ESS (HSE-5J)
File copy
Jose Cisneros, ESS (HSE-5J)
Mary Ellen Ryan, SFAS (MF-10J)
Oliver Warnsley, CRS (HSM-5J)
EERB Site File
EERB Read File
Toni Lesser, Public Affairs (P-19J) w/out attachments
Don Henne, Department of Interior

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

IN THE MATTER OF:

Jackson Drop Forge Site,
Jackson, Michigan

Respondents:

BASF Corporation,
Martin Marietta Technologies,
Inc.

Docket No.

V-W- '94-C-23.

ADMINISTRATIVE ORDER BY
CONSENT PURSUANT TO
SECTION 106 OF THE
COMPREHENSIVE
ENVIRONMENTAL RESPONSE,
COMPENSATION, AND
LIABILITY ACT OF 1980,
as amended, 42 U.S.C.
§ 9606(a)

I. JURISDICTION AND GENERAL PROVISIONS

This Order is entered voluntarily by the United States Environmental Protection Agency ("EPA") and BASF Corporation and Martin Marietta Technologies, Inc. (the "Respondents"). This Order is issued pursuant to the authority vested in the President of the United States by sections 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. §§ 9606(a), 9607 and 9622. This authority has been delegated to the Administrator of the EPA by Executive Order No. 12580, January 23, 1987, 52 Federal Register 2923, and further delegated to the Regional Administrators by EPA Delegation Nos. 14-14-A, 14-14-C and 14-14-D, and to the Director, Waste Management Division, Region V, by Regional Delegation Nos. 14-14-A, 14-14-C and 14-14-D.

This Order provides for performance of removal actions and reimbursement of response costs incurred by the United States in connection with property located at and near 2001 Wellworth Avenue, including parcels having tax numbers 2203.1 (lots 32, 33 and 34), 2203.2 (lots 35 and 36), 2203.2B (lots 37 and 38), 2203.2A (lot 39), 2204.1 (lot 40), 2204.A (lots 41 and 42), 2204 (lots 43 and 44), 2205 (lots 45 through 52, inclusive), 2202 (lots 1 through 8, inclusive, and lots 67 through 89, inclusive) and 2207 (lots 65 and 66) as well as other property situated between the aforementioned parcels/lots and the Grand River, Jackson, Michigan (the "Jackson Drop Forge Site" or the "Site"). This Order requires the Respondents to conduct removal actions described herein to abate an imminent and substantial endangerment to the public health, welfare or the environment that may be presented by the actual or threatened release of hazardous substances at or from the Site.

A copy of this Order will also be provided to the State of Michigan, which has been notified of the issuance of this order pursuant to section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

The Respondents' participation in this Order shall not constitute an admission of liability or of EPA's findings or determinations contained in this Order except in a proceeding to enforce the terms

of this Order. The Respondents agree to comply with and be bound by the terms of this Order. The Respondents further agree that they will not contest the basis or validity of this Order or its terms.

II. PARTIES BOUND

This Order applies to and is binding upon EPA, and upon the Respondents and the Respondents' heirs, receivers, trustees, successors and assigns. Any change in ownership or corporate status of the Respondents including, but not limited to, any transfer of assets or real or personal property shall not alter such Respondents' responsibilities under this Order. The Respondents are jointly and severally liable for carrying out all activities required by this Order. Compliance or noncompliance by one or more Respondents with any provision of this Order shall not excuse or justify noncompliance by any other Respondent.

The Respondents shall ensure that their contractors, subcontractors, and representatives comply with this Order. The Respondents shall be responsible for any noncompliance with this Order.

III. FINDINGS OF FACT

Based on available information, including the Administrative Record in this matter, EPA hereby finds that:

1. The Site is located at Wellworth Avenue, Jackson, Michigan, and is comprised of a shut-down, unoccupied metal forging facility at 2001 Wellworth Avenue and property located across Wellworth Avenue alongside and adjacent to the Grand River, including parcels having tax numbers 2203.1 (lots 32, 33 and 34), 2203.2 (lots 35 and 36), 2203.2B (lots 37 and 38), 2203.2A (lot 39), 2204.1 (lot 40), 2204.A (lots 41 and 42), 2204 (lots 43 and 44), 2205 (lots 45 through 52, inclusive), 2202 (lots 1 through 8, inclusive, and lots 67 through 89, inclusive) and 2207 (lots 65 and 66) as well as parcels/property situated between the aforementioned parcels/lots and the Grand River. The Site is situated in a mixed industrial and residential area, and an occupied residence is situated on one of the parcels of the Site located between Wellworth Avenue and the Grand River. (See Attachment A which contains a diagram of the Site.)

2. The relevant chains of ownership of the parcels/lots which comprise the Site are as follows.

- a. Lots 32, 33 and 34. Until May 6, 1936, Hannah Sharp; from May 6, 1936 to May 20, 1955, Viola B. Hart and Goldie and Charles Hollar; from May 20, 1955 to October 5, 1987, Jackson Drop Forge Corporation; from October 5, 1987 to the present, Jackson/Innova Corporation.

- b. Lots 35 through 38, inclusive. Until February 13, 1946, Byron E. and Florence L. Begel, Harriet D. Hough, and Alleta Parks; from February 13, 1946 to October 5, 1987, Jackson Forge Corporation; and from October 5, 1987 to the present, Jackson/Innova Corporation.
- c. Lot 39. Until November 3, 1949, John Pawlicki; and from November 3, 1949 to the present, Thomas Tappenden, III (the November 3, 1949 conveyance to Thomas Tappenden retained a life estate in John Pawlicki).
- d. Lot 40. Until July 8, 1981, Anna Tappenden; and from July 8, 1981 to the present, Thomas Tappenden.
- e. Lot 41. Until November 25, 1938, Warren B. Wolcott and Mariel F. Wolcott; from June 5, 1953 to June 22, 1953, Byron E. and Nettie Begel, Harriet D. Hough, and Alleta Parks; from June 22, 1953 to April 15, 1976, Walter J. and Jean Pawlicki; from April 15, 1976 to October 5, 1987, Jackson Drop Forge Corporation; from October 5, 1987 to the present, Jackson/Innova Corporation.
- f. Lot 42. Until April 25, 1949, John Pawlicki; from April 25, 1949 to April 15, 1976, Walter J. and Jean Pawlicki; from April 15, 1976 to October 5, 1987, Jackson Drop Forge Corporation; from October 5, 1987 to the present, Jackson/Innova Corporation.
- g. Lots 43 and 44. Until April 25, 1949, John Pawlicki; from April 25, 1949 to April 15, 1976, Walter J. and Jean Pawlicki; from April 15, 1976 to October 5, 1987, Jackson Drop Forge Corporation; from October 5, 1987 to the present, Jackson/Innova Corporation.
- h. Lots 45 through 52, inclusive. Until July 15, 1949, Michael and Mary Dzien; from July 15, 1949 to November 29, 1950, Anthony Nieslochowski; from November 29, 1950 to November 30, 1950, Adelaide B. Dean; from November 30, 1950 to October 28, 1955, Kenneth J. and Rita R. Cannons; from October 28, 1955 to December 7, 1955, Paul F. and Harriett J. Doty; from December 7, 1955 to June 11, 1968, Mary T. Nichols; from June 11, 1968 to August 5, 1971, Douglas G. Parish; from August 5, 1971 to December 7, 1972, Douglas G. Parish, Frances R. Fitzsimmons, and Thomas P. Fitzsimmons, III; from December 7, 1972 to July 23, 1979, Douglas G. Parish; from July 23, 1979 to October 5, 1987, Jackson Drop Forge Corporation; from October 5, 1987 to the present, Jackson/Innova Corporation.
- i. Lots 1 through 8, inclusive. Until February 6, 1946, Byron E. and Florence L. Begel, Harriet D. Hough, and Alleta Parks; from February 6, 1946 to October 5, 1987, Jackson Forge Corporation; from May 15, 1969 to the present, part of lot 8

for road purposes, the City of Jackson; and from October 5, 1987 to the present, Jackson/Innova Corporation.

- j. Lots 67 through 89, inclusive. Until February 6, 1946, Byron E. and Florence L. Begel, Harriet D. Hough, and Alleta Parks; from February 6, 1946 to October 5, 1987, Jackson Forge Corporation; from May 15, 1969 to the present, part of lot 8 for road purposes, the City of Jackson; and from October 5, 1987 to the present, Jackson/Innova Corporation.
 - k. Lots 65 and 66. Until June 15, 1925, Byron E. and Nettie Begel; from June 15, 1925 to October 27, 1952, John and Amelia Pawlicki; from October 27, 1952 to April 15, 1976, Walter J. and Jean Pawlicki; from April 15, 1976 to October 5, 1987, Jackson Drop Forge Corporation; from October 5, 1987 to the present, Jackson/Innova Corporation.
 - l. Parcels/property situated between the aforementioned parcels/lots and the Grand River - i.e., north of the line of iron flowage stakes of Consumers Power Company, east of the western boundary of lot 32, west of the eastern boundary of lot 52 and south of the Grand River. A deed dated October 30, 1956, purports to have granted this property to the City of Jackson. However, another deed dated March of 1851, relating to this property indicates that the City of Jackson may not own this property. Accordingly, the ownership of this property is in dispute. On January 11, 1994, Jackson/Innova Corporation filed action in federal court against the City of Jackson seeking contribution and injunctive relief in connection with the conditions at and cleanup of the Site. It is anticipated that the action will resolve the issue over the ownership of this property.
3. From the mid-1940s until approximately 1990, the facility located at 2001 Wellworth Avenue was operated primarily as a metal forging facility.
 4. The metal forging facility located at 2001 Wellworth Avenue was operated by the Jackson Drop Forge Company ("Jackson Drop Forge") until approximately 1987, after which time Jackson Drop Forge went through bankruptcy. Prior and until 1987, Jackson Drop Forge is believed to have disposed of its manufacturing wastes, including industrial drums and containers, slag, oils, chemical wastes and solvents, at the parcels of property located between Wellworth Avenue and the Grand River - i.e., north of Wellworth Avenue, east of the western boundary of lot 32, west of the eastern boundary of lot 52, and south of the Grand River.
 5. From approximately 1949 until approximately 1976, Walter Pawlicki dumped or otherwise disposed of waste at the parcels of property located between Wellworth Avenue and the Grand River - i.e., north of Wellworth Avenue, east of the western boundary of

lot 32, west of the eastern boundary of lot 52, and south of the Grand River.

6. From approximately 1957 to 1968, Mr. Walter Pawlicki hauled away caulk/sealant/sound deadener production waste from a nearby caulk/sealant/sound deadener manufacturing facility located at 4401 Page Avenue, Michigan Center, Michigan ("the Page Avenue facility").

7. The ownership and operational history of and at the Page Avenue facility is as follows.

- a. In approximately 1946, Vibradamp Corporation ("Vibradamp") conducted automotive parts production. In 1946, Vibradamp began producing asphaltic specialties, and thereafter, Vibradamp converted its operation to the production of sealers, sound deadeners and caulks.
 - b. On January 30, 1957, the Presstite Division of American Marietta acquired Vibradamp, and continued the production of sealer, sound deadener and caulks. The Presstite Division remained a division of American Marietta until 1961. In that year, American Marietta merged with the Glenn L. Martin Company to form Martin Marietta Corporation, which subsequently changed its name to Technologies, Inc., and a new Martin Marietta parent corporation was formed. After the 1961 merger, the Presstite Division became a division of Technologies, Inc., until certain assets of the division, including the Page Avenue facility were sold to the Interchemical Corporation on July 1, 1963.
 - c. Interchemical Corporation continued sealer, sound deadener and caulk production from July 1, 1963 to approximately 1968, after which time the Page Avenue facility was shut down until 1971. Interchemical Corporation was subsequently acquired by Inmont Coatings which, in turn, was acquired by BASF Corporation.
 - d. In 1971, ADCO Products, Inc., ("ADCO") was incorporated and purchased the Page Avenue facility. ADCO commenced sealant and caulk production. In 1984, Nalco Chemical Company purchased the stock of ADCO. ADCO was sold by Nalco Chemical Company to ADCO Technologies, Inc., in 1992.
8. On April 12, 1991, the Michigan Department of Natural Resources ("MDNR") received a complaint from an anonymous caller that there were several thousand drums located on the banks of the Grand River at the Site. Subsequently, MDNR confirmed this observation. On October 13, 1993, MDNR notified EPA that an estimated several thousand abandoned drums, some which contained potentially hazardous liquids and semi-solids with high levels of benzene, toluene, and xylene, were present at the Site and also within the

flood plain of the Grand River; and, MDNR requested that EPA undertake response activities at the Site. Subsequently, on October 25, 1993, MDNR confirmed in writing the conditions which it observed at the Site and its request that EPA undertake response activities at the Site.

9. Subsequent to MDNR's request that EPA undertake response activities at the Site, EPA conducted a site inspection and assessment. EPA observed and recorded, inter alia, the following: (1) the presence of various waste materials and an estimated several thousand abandoned drums, pails and containers at the Site on the parcels/property located between Wellworth Avenue and the Grand River - i.e., north of Wellworth Avenue, east of the western boundary of lot 32, west of the eastern boundary of lot 52, and south of the Grand River, where Mr. Pawlicki engaged in dumping and landfilling activities (the materials include black tar/sludge material, caulk and sealant material, fifty-five (55) gallon drums of liquids and solids, stained soils (primarily black), and miscellaneous pails, cans and jars - numerous drums and containers have labels with the names "Interchemical" and "Presstite Division Martin Marietta" on them); (2) elevated levels of volatile organic compounds ("VOCs"), lead (at a concentration of 29 mg/l), toluene (at a concentration of 51,000 parts per million ("ppm")), ethylbenzene (at a concentration of 22,000 ppm), xylene (at a concentration of 2,100 ppm), benzene (at a concentration of 38 parts per billion ("ppb")), chlorobenzene (at a concentration of 31 ppb) and 1,1 dichloroethene (at a concentration of 34 ppb) in a portion of the drummed liquids and solids sampled and analyzed; and (3) the presence of 100 to 200 drums of contaminants exhibiting hazardous characteristics, underground storage tanks containing suspected fuels, and vats of chemical plating solution (suspected chromic acid) within the forging facility located at 2001 Wellworth Avenue.

10. On November 1, 1993, EPA issued General Notice of Potential Liability letters to Jackson/Innova Corporation and Mercer Forge Corporation in connection with the Site. On December 30, 1993, EPA issued General Notice of Potential Liability letters to Martin Marietta, BASF Corporation, the City of Jackson and ADCO Products, Inc.; because these parties claimed not to have received these letters, the letters were remailed on March 2, 1994. (However, EPA faxed a copy of the General Notice Letter to the City of Jackson on January 20, 1994, and Martin Marietta and BASF Corporation on January 21, 1994. Furthermore, EPA telephoned and spoke with those parties or their counsel on those days regarding the General Notice.)

11. The hazardous substances, drums and containers at the Site pose a continued threat of direct human exposure and contact, migration into soil and groundwater, migration into the Grand River and sediments, and ignition and uncontrolled fire.

12. On January 11, 1994, Jackson/Innova Corporation filed action in federal court against the City of Jackson seeking contribution and injunctive relief in connection with the conditions at and cleanup of the Site.

13. On January 21, 1994, the Waste Management Division Director of EPA Region 5 executed a removal administrative order by consent ("AOC") pursuant to which Jackson/Innova Corporation and Mercer Forge Corporation are obligated to undertake removal action obligations at the Site, including, but not limited to the cleanup of surface contamination on all parcels/property at Wellworth Avenue in or over which either Jackson/Innova Corporation or Mercer Forge Corporation had or has any ownership interest under Michigan law. (See Attachment B which contains a copy of the AOC.)

14. As of the effective date of this Order, Jackson/Innova has voluntarily installed and/or secured fencing around the forging facility located at 2001 Wellworth Avenue as well as the contaminated parcels located alongside the Grand River and has initiated compliance with the AOC.

IV. CONCLUSIONS OF LAW AND DETERMINATIONS

Based on the Findings of Fact set forth above, and the Administrative Record supporting these removal actions, EPA has determined that:

1. The Jackson Drop Forge Site (the "Site") is a "facility" as defined by section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

2. Benzene, chlorobenzene, ethylbenzene, 1,1 dichloroethene, toluene, xylene, lead and chromic acid are "hazardous substances" as defined by section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

3. Each Respondent is a "person" as defined by section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

4. Respondents Martin Marietta Technologies, Inc. and BASF Corporation are persons who arranged for disposal or transport for disposal of hazardous substances at the Jackson Drop Forge Site. Respondents are therefore liable persons under section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

5. The conditions described in the Findings of Fact above constitute an actual or threatened "release" into the "environment" as defined by sections 101(8) and (22) of CERCLA, 42 U.S.C. §§ 9601(8) and (22).

6. The conditions present at the Site constitute a threat to public health, welfare, or the environment based upon the factors set forth in section 300.415(b)(2) of the National Oil and Hazardous Substances Pollution Contingency Plan, as amended ("NCP"), 40 CFR

Part 300. These factors include, but are not limited to, the following:

- a) Actual or potential exposure to nearby human populations, animals, or the food chain from hazardous substances or pollutants or contaminants;**

This factor is present at the Site. Analyses of drum samples collected by the MDNR and EPA on July 15, 1993, and October 25, 1993, documented the presence of volatile organic compounds, toluene (51,000 ppm), ethylbenzene (22,000 ppm), xylene (2,100 ppm), benzene (38 ppb), chlorobenzene (31 ppb), and 1,1 dichloroethene (34 ppb). The thousands of drums which have been dumped and piled into the flood plain of the Grand River are subject to unrestricted access and available to recreational users of the river, unsuspecting children playing in the area, and to nearby residents. This results in a potential direct contact threat to these parties. At the same time, deterioration of these thousands of drums is extreme. Many drums are open and leaking and have released their contents into the flood plain. As water levels along the drum area increase, spilled contaminants are washed or leached into the river.

The presence of 100 to 200 drums of industrial wastes at the metal forging facility poses a similar direct contact concern. The metal forging facility is not secure, many of the forging facility's buildings have no doors, none have locked doors. Drum samples collected by TAT contractor personnel on October 25, 1993, documented the presence of highly corrosive materials (pH of 14) contained in open drums. Vats of plating solution (suspected chromic acid), which may leak, likewise pose extreme direct contact threat to unknowing children or any member of the public who access the forging facility.

- b) Hazardous substances or pollutants or contaminants in drums, barrels, tanks, or other bulk storage containers, that may pose a threat of release;**

This factor is present at the Site. As previously mentioned, virtually all of the estimated 3,000 to 5,000 surface drums at the site are in poor, deteriorated condition. Many have already released their contents to the surrounding soils and surface water. High levels of lead in the soil are an indication of release. Continued release will surely occur until these drums and their contents are removed from the flood plain and the remaining contaminated soils and fill are isolated from the river.

- c) High levels of hazardous substances or pollutants or contaminants in soils largely at or near the surface, that may migrate;**

This factor is present at the Site. Observation of the drum/sludge dumping area reveals that the area was used to landfill bulk industrial waste sludges in the flood plain of the Grand River. The absence of cover material over these sludges, some of which have a wet, oily appearance, allows contact with the Grand River to readily occur. This contact, along with the contact from spilled, leaked wastes from deteriorated drums, is very certainly causing migration of waste constituents to the river's surface water and sediment. Analytical results of samples collected from the Site soil have revealed high levels of lead in at least one area.

It is highly suspected that additional drums, perhaps several thousand, may be buried in the flood plain along with loose waste sludges. Constituents of these wastes will continue to migrate to the river until the contaminated flood plain area has been isolated.

- d) Weather conditions that may cause hazardous substances or pollutants or contaminants to migrate or be released;

This factor is present at the Site. Upcoming fall, winter, and spring weather conditions will cause the drums of waste to enter yet another cycle of flood conditions whereby contaminants and whole drums will be moved into the main river channel. Freeze/thaw conditions of winter will cause further degradation of container integrity and result in additional drums releasing their contents to the river and flood plain.

- e) Threat of fire and/or explosion;

This factor is present at the Site. Analytical results (which indicate a flash point <140 degrees Fahrenheit) of waste in the drum disposal area and at the metal forging facility itself show that the waste is capable of sustaining ignition at both locations. Any uncontrolled fire at either location would likely result in the emission of extremely hazardous byproducts of incomplete combustion of the myriad of hazardous contaminants suspected to be present. Such emission would require emergency evacuation/relocation of residents downwind of the Site.

- f) The availability of other appropriate Federal or State response mechanisms to respond to the release;

This factor is present at the Site. MDNR has requested that EPA institute response action at the site since it has no funding resources to perform a cleanup itself.

7. The actual or threatened release of hazardous substances from the Site may present an imminent and substantial endangerment to the public health, welfare, or the environment within the meaning

of section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

8. The removal actions required by this Order are necessary to protect the public health, welfare, or the environment, and are not inconsistent with the NCP or CERCLA.

V. ORDER

Based upon the foregoing Findings of Fact and Conclusions of Law and Determinations, it is hereby ordered and agreed that the Respondents shall comply with the following provisions, including but not limited to, any documents attached to or incorporated into this Order, and perform the following actions:

1. Designation of Contractor, Project Coordinator, and On-Scene Coordinator

The Respondents shall perform the removal actions required by this Order themselves or retain (a) contractor(s) to implement the removal actions. The Respondents shall notify EPA of Respondents' qualifications or the name and qualifications of such contractor(s), whichever is applicable, within 5 business days of the effective date of this Order. The Respondents shall also notify EPA of the name and qualifications of any other contractors or subcontractors retained to perform work under this Order at least 5 business days prior to commencement of such work. EPA retains the right to disapprove of the Respondents or any of the contractors and/or subcontractors retained by the Respondents. If EPA disapproves a selected contractor, the Respondents shall retain a different contractor within 5 business days following EPA's disapproval and shall notify EPA of that contractor's name and qualifications within 6 business days of EPA's disapproval.

Within 5 business days after the effective date of this Order, the Respondents shall designate a Project Coordinator who shall be responsible for administration of all the Respondents' actions required by the Order. The Respondents shall submit the designated coordinator's name, address, telephone number, and qualifications to EPA. To the greatest extent possible, the Project Coordinator shall be present on site or readily available during site work. EPA retains the right to disapprove of any Project Coordinator named by the Respondents. If EPA disapproves a selected Project Coordinator, the Respondents shall retain a different Project Coordinator within 3 business days following EPA's disapproval and shall notify EPA of that person's name and qualifications within 4 business days of EPA's disapproval. Receipt by the Respondents' Project Coordinator of any notice or communication from EPA relating to this Order shall constitute receipt by all the Respondents.

EPA has designated Jason El-Zein of the Emergency and Enforcement Response Branch, Region 5, as its On-Scene Coordinator ("OSC").

The Respondents shall direct all submissions required by this Order to the OSC at EPA Region 5, Emergency and Enforcement Response Branch, 9311 Groh Road, Mail Code HSE-GI, Room 216, Grosse Ile, MI 48138-1697, phone (313) 692-7686, fax (313) 692-7677. The Respondents shall also send a copy of all submissions to Mike Anastasio, Assistant Regional Counsel, 77 West Jackson Blvd., Mail Code CS-3T, Chicago, Illinois, 60604-3590, phone (312) 886-7951, fax (312) 886-7160. All Respondents are encouraged to make their submissions to EPA on recycled paper (which includes significant post-consumer waste paper content where possible) and to use two-sided copies.

EPA and the Respondents shall have the right, subject to the immediately preceding paragraph, to change their designated OSC or Project Coordinator. EPA shall notify the Respondents, and the Respondents shall notify EPA, as early as possible before such a change is made, but in no case less than 24 hours before such a change. The initial notification may be made orally but it shall be promptly followed by a written notice.

2. Work to Be Performed

The Respondents shall perform the following removal actions:

- a. Develop and implement a site security plan.
- b. Develop and implement a site safety and health plan.
- c. Develop and implement an air monitoring program to the extent required by applicable law during site activities.
- d. Remove all abandoned drums, pails, containers, and associated contents of the aforementioned, and wastes which are situated on the surface of all the following property/parcels at the Site: (1) lots 39 and 40; and (2) property situated north of the line of iron flowage stakes of Consumers Power Company, east of the western boundary of lot 32 as extended from the line of iron flowage stakes of Consumers Power Company to the Grand River, west of the eastern boundary of lot 52 as extended from the line of iron flowage stakes of Consumers Power Company to the Grand River and south of the Grand River. Properly stage, sample, characterize, remove, treat and dispose of all such drums, pails, containers, associated contents and wastes.

2.1 Work Plan and Implementation

Within 15 business days after the effective date of this Order, the Respondents shall submit to EPA for approval a draft Work Plan for performing the removal activities set forth above. The draft Work Plan shall provide a description of, and an expeditious schedule

for, the actions required by this Order. The draft and final Work Plan shall provide a schedule of no more than 150 days after approval by EPA of the final Work Plan for the completion of the removal actions specified in subsections 2.a through 2.d of Section V of this Order, supra.

EPA may approve, disapprove, require revisions to, or modify the draft Work Plan in accordance with this Order, CERCLA and the NCP. If EPA requires revisions, the Respondents shall submit a revised draft Work Plan within 7 business days of receipt of EPA's notification of required revisions. The Respondents shall implement the Work Plan as finally approved in writing by EPA in accordance with the schedule approved by EPA. Once approved, or approved with modifications, the Work Plan, the schedule, and any subsequent modifications shall be fully enforceable under this Order. The Respondents shall notify EPA at least 48 hours prior to performing any on-site work pursuant to the EPA approved work plan.

The Respondents shall not commence or undertake any removal actions at the Site without prior EPA approval.

2.2 Health and Safety Plan

Within 15 business days after the effective date of this Order, the Respondents shall submit for EPA review and comment a plan that ensures the protection of the public health and safety during performance of on-site work under this Order. This plan shall comply with applicable Occupational Safety and Health Administration ("OSHA") regulations found at 29 CFR Part 1910. If EPA determines it is appropriate, the plan shall also include contingency planning. The Respondents shall incorporate all changes to the plan recommended by EPA not inconsistent with this Order, CERCLA, the NCP and applicable or relevant and appropriate law, and implement the plan during the pendency of the removal action.

2.3 Quality Assurance and Sampling

All sampling and analyses performed pursuant to subsections 2.a through 2.d of Section V of this Order shall conform to EPA direction, approval, and guidance regarding sampling, quality assurance/quality control ("QA/QC"), data validation, and chain of custody procedures. The Respondents shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with EPA guidance. (But, EPA will not mandate compliance with its Contract Lab Program "CLP" standard.)

Upon request by EPA, the Respondents shall have such a laboratory analyze samples submitted by EPA for quality assurance monitoring. The Respondents shall provide to EPA the quality assurance/quality control procedures followed by all sampling teams and laboratories performing data collection and/or analysis. The Respondents shall

also ensure provision of analytical tracking information consistent with OSWER Directive No. 9240.0-2B, "Extending the Tracking of Analytical Services to PRP-Lead Superfund Sites."

Upon request by EPA, the Respondents shall allow EPA or its authorized representatives to take split and/or duplicate samples of any samples collected by the Respondents or their contractors or agents while performing work under this Order. The Respondents shall notify EPA not less than 3 business days in advance of any sample collection activity. EPA shall have the right to take any additional samples that it deems necessary.

2.4 Post-Removal Site Control

In accordance with the Work Plan schedule, or as otherwise directed by the OSC, the Respondents shall submit a proposal for post-removal site control, consistent with section 300.415(k) of the NCP, 40 CFR § 300.415(k), and OSWER Directive 9360.2-02. Upon EPA approval, the Respondents shall implement such controls and shall provide EPA with documentation of all post-removal site control arrangements.

2.5 Reporting

The Respondents shall submit a monthly written progress report to EPA concerning actions undertaken pursuant to this Order, beginning 30 calendar days after the date of EPA's approval of the Work Plan, until termination of this Order, unless otherwise directed in writing by the OSC. These reports shall describe all significant developments during the preceding period, including the work performed and any problems encountered, analytical data received during the reporting period, and developments anticipated during the next reporting period, including a schedule of work to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

Any Respondent that owns any portion of the Site shall, at least 30 days prior to the conveyance of any interest in real property at the Site, give written notice of this Order to the transferee and written notice of the proposed conveyance to EPA and the State. The notice to EPA and the State shall include the name and address of the transferee. The party conveying such an interest shall require that the transferee will provide access as described in Section V.3 (Access to Property and Information).

2.6 Final Report

Within 60 calendar days after completion of all removal actions required under this Order, the Respondents shall submit for EPA review a final report summarizing the actions taken to comply with this Order. The final report shall conform to the requirements set forth in section 300.165 of the NCP, 40 CFR § 300.165. The final

report shall also include a good faith estimate of total costs incurred in complying with this Order, a listing of quantities and types of materials removed off-site or handled on-site, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destinations of those materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the removal action (e.g., manifests, invoices, bills, contracts, and permits).

The final report shall also include the following certification signed by a person who supervised or directed the preparation of that report:

Under penalty of law, I certify that, to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of this report, the information submitted is true, accurate, and complete.

3. Access to Property and Information

The Respondents shall provide or obtain access to the Site and off-site areas to which access is necessary to implement this Order, and shall provide access to all records and documentation related to the conditions at the Site and the actions conducted pursuant to this Order. Such access shall be provided to EPA employees, contractors, agents, consultants, designees, representatives, and State of Michigan representatives. These individuals shall be permitted to move freely at the Site and appropriate off-site areas in order to conduct actions which EPA determines to be necessary. The Respondents shall submit to EPA, upon request, the results of all sampling or tests and all other data generated by the Respondents or their contractor(s), or on the Respondents' behalf during implementation of this Order.

Where work under this Order is to be performed in areas owned by or in possession of someone other than the Respondents, the Respondents shall use their best efforts to obtain all necessary access agreements within 14 calendar days after the effective date of this Order, or as otherwise specified in writing by the OSC. The Respondents shall immediately notify EPA if, after using their best efforts, they are unable to obtain such agreements. The Respondents shall describe in writing their efforts to obtain access. EPA may then assist the Respondents in gaining access, to the extent necessary to effectuate the response actions described herein, using such means as EPA deems appropriate. The Respondents shall reimburse EPA for all costs and attorneys fees incurred by the United States in obtaining such access.

4. Record Retention, Documentation, Availability of Information

The Respondents shall preserve all documents and information

relating to work performed under this Order, or relating to the hazardous substances found on or released from the Site, for six years following completion of the removal actions required by this Order. At the end of this six-year period and at least 60 days before any document or information is destroyed, the Respondents shall notify EPA that such documents and information are available to EPA for inspection, and upon request, shall provide the originals or copies of such documents and information to EPA. In addition, the Respondents shall provide documents and information retained under this Section at any time before expiration of the six-year period at the written request of EPA.

5. Off-Site Shipments

All hazardous substances, pollutants or contaminants removed off-site pursuant to this Order for treatment, storage, or disposal shall be treated, stored, or disposed of at a facility in compliance, as determined by EPA, with the EPA Revised Off-Site Rule as set forth at 58 F.R. 49200 promulgated pursuant to CERCLA.

6. Compliance With Other Laws

The Respondents shall perform all actions required pursuant to this Order in accordance with all applicable local, state, and federal laws and regulations except as provided in CERCLA section 121(e), 42 U.S.C. § 9621(e), and 40 CFR § 300.415(i). In accordance with 40 CFR § 300.415(i), all on-site actions required pursuant to this Order shall, to the extent practicable, as determined by EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements under federal environmental or state environmental or facility siting laws.

7. Emergency Response and Notification of Releases

If any incident, or change in Site conditions, during the activities conducted pursuant to this Order causes or threatens to cause an additional release of hazardous substances from the Site or an endangerment to the public health, welfare, or the environment, the Respondents shall immediately take all appropriate action to prevent, abate or minimize such release or endangerment caused or threatened by the release. The Respondents shall also immediately notify the OSC or, in the event of his/her unavailability, shall notify the Regional Duty Officer, Emergency Response Branch, Region 5 at (312) 353-2318, of the incident or Site conditions. If the Respondents fail to respond, EPA may respond to the release or endangerment and reserve the right to recover costs associated with that response.

The Respondents shall submit a written report to EPA within 7 business days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to

prevent the reoccurrence of such a release. The Respondents shall also comply with any other notification requirements, including those in CERCLA section 103, 42 U.S.C. § 9603, and section 304 of the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 11004.

VI. AUTHORITY OF THE EPA ON-SCENE COORDINATOR

The OSC shall be responsible for overseeing the implementation of this Order. The OSC shall have the authority vested in an OSC by the NCP, including the authority to halt, conduct, or direct any work required by this Order, or to direct any other response action undertaken by EPA or the Respondents at the Site. Absence of the OSC from the Site shall not be cause for stoppage of work unless specifically directed by the OSC.

VII. REIMBURSEMENT OF COSTS

The Respondents shall pay all oversight costs of the United States related to this Order that are not inconsistent with the NCP.

EPA will send the Respondents a bill for "oversight costs" on an annual basis. "Oversight costs" are all costs, including, but not limited to, direct and indirect costs, that the United States incurs in reviewing or developing plans, reports and other items pursuant to this Order.

The Respondents shall, within 30 calendar days of receipt of a bill, remit a cashier's or certified check for the amount of the bill made payable to the "Hazardous Substance Superfund," to the following address:

U.S. Environmental Protection Agency
Superfund Accounting
P.O. Box 70753
Chicago, Illinois 60673

The Respondents shall simultaneously transmit a copy of the check to the Director, Waste Management Division, U.S. EPA Region 5, 77 West Jackson Blvd., Chicago, Illinois, 60604-3590. Payments shall be designated as "Response Costs - Jackson Drop Forge Site" and shall reference the payor(s) name and address, the EPA site identification number 1U, and the docket number of this Order.

In the event that any payment is not made within the deadlines described above, the Respondents shall pay interest on the unpaid balance. Interest is established at the rate specified in section 107(a) of CERCLA, 42 U.S.C. § 9607(a). The interest shall begin to accrue on the date of the Respondent's receipt of the bill. Interest shall accrue at the rate specified through the date of the payment. Payments of interest made under this paragraph shall be in addition to such other remedies or sanctions available to the

United States by virtue of the Respondents' failure to make timely payments under this Section.

The Respondents may dispute all or part of a bill for Future Response Costs submitted under this Order, if the Respondents allege that EPA has made an accounting error, or if the Respondents allege that a cost item is inconsistent with the NCP.

If any dispute over costs is resolved before payment is due, the amount due will be adjusted as necessary. If the dispute is not resolved before payment is due, the Respondents shall pay the full amount of the uncontested costs into the Hazardous Substance Fund as specified above on or before the due date. Within the same time period, the Respondents shall pay the full amount of the contested costs into an interest-bearing escrow account. The Respondents shall simultaneously transmit a copy of both checks to the OSC. The Respondents shall ensure that the prevailing party or parties in the dispute shall receive the amount upon which they prevailed from the escrow funds plus interest within 20 calendar days after the dispute is resolved.

VIII. DISPUTE RESOLUTION

The parties to this Order shall attempt to resolve, expeditiously and informally, any disagreements concerning this Order.

If the Respondents object to any EPA action taken pursuant to this Order, including billings for response costs, the Respondents shall notify EPA in writing of their objections within 10 calendar days of such action, unless the objections have been informally resolved. This written notice shall include a statement of the issues in dispute, the relevant facts upon which the dispute is based, all factual data, analysis or opinion supporting the Respondents' position, and all supporting documentation on which such party relies. EPA shall submit its Statement of Position, including supporting documentation, no later than 10 calendar days after receipt of the written notice of dispute. In the event that these 10-day time periods for exchange of written documents may cause a delay in the work, they shall be shortened upon, and in accordance with, notice by EPA. The time periods for exchange of written documents relating to disputes over billings for response costs may be extended at the sole discretion of EPA.

An administrative record of any dispute under this Section shall be maintained by EPA. The record shall include the written notification of such dispute, and the Statement of Position served pursuant to the preceding paragraph. Upon review of the administrative record, the Director of the Waste Management Division, EPA Region 5, shall resolve the dispute consistent with the NCP and the terms of this Order.

The Respondents' obligations under this Order shall not be tolled

by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, the Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs.

IX. FORCE MAJEURE

The Respondents agree to perform all requirements under this Order within the time limits established under this Order, unless the performance is delayed by a force majeure. For purposes of this Order, a force majeure is defined as any event arising from causes beyond the control of the Respondents or of any entity controlled by the Respondents, including but not limited to their contractors and subcontractors, that delays or prevents performance of any obligation under this Order despite the Respondents' best efforts to fulfill the obligation. Force majeure does not include financial inability to complete the work or increased cost of performance.

The Respondents shall notify EPA orally within 24 hours after the Respondents become aware of any event that the Respondents contend constitutes a force majeure, and in writing within 7 calendar days after the event. Such notice shall: identify the event causing the delay or anticipated delay; estimate the anticipated length of delay, including necessary demobilization and re-mobilization; state the measures taken or to be taken to minimize the delay; and estimate the timetable for implementation of the measures. The Respondents shall take all reasonable measures to avoid and minimize the delay. Failure to comply with the notice provision of this Section shall be grounds for EPA to deny the Respondents an extension of time for performance. The Respondents shall have the burden of demonstrating by a preponderance of the evidence that the event is a force majeure, that the delay is warranted under the circumstances, and that best efforts were exercised to avoid and mitigate the effects of the delay.

If EPA determines a delay in performance of a requirement under this Order is or was attributable to a force majeure, the time period for performance of that requirement shall be extended as deemed necessary by EPA. Such an extension shall not alter the Respondents' obligation to perform or complete other tasks required by the Order which are not directly affected by the force majeure.

X. STIPULATED AND STATUTORY PENALTIES

For each day, or portion thereof, that the Respondents fail to fully perform any requirement of this Order in accordance with the schedule established pursuant to this Order, the Respondents shall be liable as follows:

\$200.00 (two hundred dollars) per day for the first 7 (seven) calendar days. \$500.00 (five hundred dollars) per day for the next/second 7 (seven) calendar days. \$700.00 (seven hundred dollars) per day for the next/third 7 (seven) calendar days. \$1000.00 (one thousand dollars) per day for the next/fourth 7 (seven) calendar days. After the first 28 (twenty eight) days have passed, \$10,000.00 (ten thousand dollars) per day for every day after the first 28 (twenty eight) days (beginning on the twenty-ninth day).

Upon receipt of written demand by EPA, the Respondents shall make payment to EPA within 20 days and interest shall accrue on late payments in accordance with Section VII of this Order (Reimbursement of Costs).

Even if violations are simultaneous, separate penalties shall accrue for separate violations of this Order. Penalties accrue and are assessed per violation per day. Penalties shall accrue regardless of whether EPA has notified the Respondents of a violation or act of noncompliance. The payment of penalties shall not alter in any way the Respondents' obligations to complete the performance of the work required under this Order. Stipulated penalties shall accrue, but need not be paid, during any dispute resolution period concerning the particular penalties at issue. If the Respondents prevail upon resolution, the Respondents shall pay only such penalties as the resolution requires.

Violation of any provision of this Order may subject the Respondents to civil penalties of up to twenty-five thousand dollars (\$25,000) per violation per day, as provided in section 106(b)(1) of CERCLA, 42 U.S.C. § 9606(b)(1). The Respondents may also be subject to punitive damages in an amount up to three times the amount of any cost incurred by the United States as a result of such violation, as provided in section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Should the Respondents violate this Order or any portion hereof, EPA may carry out the required actions unilaterally, pursuant to section 104 of CERCLA, 42 U.S.C. § 9604, and/or may seek judicial enforcement of this Order pursuant to section 106 of CERCLA, 42 U.S.C. § 9606.

XI. RESERVATION OF RIGHTS

Except as specifically provided in this Order, nothing herein shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing herein shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Order. EPA also reserves the right to take any other legal or equitable action as it deems appropriate and necessary, or to require the Respondents

in the future to perform additional activities pursuant to CERCLA or any other applicable law.

XII. OTHER CLAIMS

By issuance of this Order, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of the Respondents. The United States or EPA shall not be a party or be held out as a party to any contract entered into by the Respondents or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out activities pursuant to this Order.

Except as expressly provided in Section XIII (Covenant Not To Sue), nothing in this Order constitutes a satisfaction of or release from any claim or cause of action against the Respondents or any person not a party to this Order, for any liability such person may have under CERCLA, other statutes, or the common law, including but not limited to any claims of the United States for costs, damages and interest under sections 106(a) or 107(a) of CERCLA, 42 U.S.C. §§ 9606(a), 9607(a).

This Order does not constitute a preauthorization of funds under section 111(a)(2) of CERCLA, 42 U.S.C. § 9611(a)(2). The Respondents waive any claim to payment under sections 106(b), 111, and 112 of CERCLA, 42 U.S.C. §§ 9606(b), 9611, and 9612, against the United States or the Hazardous Substance Superfund arising out of any action performed under this Order.

No action or decision by EPA pursuant to this Order shall give rise to any right to judicial review except as set forth in section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XIII. COVENANT NOT TO SUE

Except as otherwise specifically provided in this Order, upon issuance of the EPA notice referred to in Section XVII (Notice of Completion), EPA covenants not to sue the Respondents for judicial imposition of damages or civil penalties or to take administrative action against the Respondents for any failure to perform removal actions agreed to in this Order except as otherwise reserved herein.

Except as otherwise specifically provided in this Order, in consideration and upon the Respondents' payment of the response costs specified in Section VII of this Order, EPA covenants not to sue or to take administrative action against the Respondents under section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for recovery of oversight costs incurred by the United States in connection with this removal action or this Order. This covenant not to sue shall

take effect upon the receipt by EPA of the payments required by Section VII (Reimbursement of Costs).

These covenants not to sue are conditioned upon the complete and satisfactory performance by the Respondents of their obligations under this Order. These covenants not to sue extend only to the Respondents and do not extend to any other person.

XIV. CONTRIBUTION PROTECTION

With regard to claims for contribution against the Respondents for matters addressed in this Order, the Parties hereto agree that the Respondents are entitled to protection from contribution actions or claims to the extent provided by section 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4).

Nothing in this Order precludes Parties from asserting any claims, causes of action or demands against any persons not parties to this Order for indemnification, contribution, or cost recovery.

XV. INDEMNIFICATION

The Respondents agree to indemnify, save and hold harmless the United States, its officials, agents, contractors, subcontractors, employees and representatives from any and all claims or causes of action: (A) arising from, or on account of, acts or omissions of the Respondents and the Respondents' officers, heirs, directors, employees, agents, contractors, subcontractors, receivers, trustees, successors or assigns, in carrying out actions pursuant to this Order; and (B) for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between (any one or more of) the Respondents, and any persons for performance of work on or relating to the Site, including claims on account of construction delays. Nothing in this Order, however, requires indemnification by the Respondents for any claim or cause of action against the United States based on negligent action taken solely and directly by EPA (not including oversight or approval of plans or activities of the Respondents).

XVI. MODIFICATIONS

Modifications to any plan or schedule may be made in writing by the OSC or at the OSC's oral direction. If the OSC makes an oral modification, it will be memorialized in writing within 7 business days; however, the effective date of the modification shall be the date of the OSC's oral direction. Any other requirements of this Order may be modified in writing by mutual agreement of the parties.

If the Respondents seek permission to deviate from any approved plan or schedule, the Respondents' Project Coordinator shall submit

a written request to EPA for approval outlining the proposed modification and its basis.

No informal advice, guidance, suggestion, or comment by EPA regarding reports, plans, specifications, schedules, or any other writing submitted by the Respondents shall relieve the Respondents of their obligations to obtain such formal approval as may be required by this Order, and to comply with all requirements of this Order unless it is formally modified.

XVII. NOTICE OF COMPLETION

When EPA determines, after EPA's review of the Final Report, that all work has been fully performed in accordance with this Order, except for certain continuing obligations required by this Order (e.g., record retention, payment of costs), EPA will provide notice to the Respondents. If EPA determines that any removal activities have not been completed in accordance with this Order, EPA will notify the Respondents, provide a list of the deficiencies, and require that the Respondents modify the Work Plan if appropriate to correct such deficiencies. The Respondents shall implement the modified and approved Work Plan and shall submit a modified Final Report in accordance with the EPA notice. Failure to implement the approved modified Work Plan shall be a violation of this Order.

XVIII. SEVERABILITY

If a court issues an order that invalidates any provision of this Order or finds that the Respondents have sufficient cause not to comply with one or more provisions of this Order, the Respondents shall remain bound to comply with all provisions of this Order not invalidated by the court's order.

XIX. EFFECTIVE DATE

This Order shall be effective upon signature by the Director, Waste Management Division, EPA Region 5.

23

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 25th day of April, 1994.

By

Charles B. HargettName (printed) Charles B. HargettTitle Vice President RegulatoryOrganization BASF Corporation100 Cherry Hill RdParsippany, N.J. 07058

23

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 25th day of April, 199⁴.

By 

Name (printed) Charles E. Carnahan

Title Vice President Corporate Environment, Health & Safety

Organization Martin Marietta Corporation on behalf of

Martin Marietta Technologies, Inc.

IT IS SO ORDERED AND AGREED

BY: 

for William E. Muro, Director
Waste Management Division
United States
Environmental Protection Agency
Region 5

DATE: May 16, 1994

ATTACHMENT A

